

non-exclusive and shall be in addition to any other rights or remedies that may otherwise be available at law or equity.

#### Section 9. Force Majeure

(a) Neither party shall be liable for failure to perform or delay in performing any act hereunder if such performance is rendered impossible by reason or matters beyond the reasonable control of the party, including but not limited to acts of God, governmental action, strikes, lockouts, picketing, wars, blockades, riots, disease, epidemics, fire, storms, floods, explosion, or Producer's death or permanent disability (if an individual). A failure to settle or prevent any strike or controversy with employees or with anyone purporting or seeking to represent employees shall be considered a matter beyond the reasonable control of the party affected under this subsection, provided such strike affects said party's performance of the requirements of this Agreement. Once performance becomes commercially possible, the responsibilities and obligations of the parties shall resume again with full force and effect. IBP agrees that in the event of a Force Majeure event affecting its plant(s) specified for delivery it will use reasonable efforts to assist Producer in rescheduling the Market Hogs at other IBP plants.

(b) If a Force Majeure event shall continue for a period longer than six months, the party not claiming Force Majeure may terminate this Agreement by giving the other party written notice.

#### Section 10. Notices

All notices required or permitted to be given hereunder, unless otherwise specified, shall be in writing and shall be deemed properly given when delivered in person, by courier service, costs prepaid, or when sent by facsimile, to the party to be notified, as its address set forth below, or such other address as the party to be notified may have designated prior thereto by written notice to the other:

Producer:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

IBP:

IBP, inc.  
P. O. Box 515  
IBP Avenue  
Dakota City, NE 68731  
Attention: Vice President, Pork Procurement

#### Section 11. Forward Contract Deliveries